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RECORDATION REQUESTED BY:

Pacific Global Bank
2323 S. Wentworth Ave.
Chicago, IL 60616

08019356

WHEN RECORDED MAIL TO:

Pacific Global Bank
2323 S. Wentworth Ave.
Chicago, IL 60616

**COOK COUNTY
RECORDER
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COOK COUNTY RECORDER



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SEND TAX NOTICES TO:

Pacific Global Bank
2323 S. Wentworth Ave.
Chicago, IL 60616



FOR RECORDER'S USE ONLY

S154 3219C
SASA DIVISION OF INTERCOUNTY

This Hazardous Substances Certificate and Indemnity Agreement prepared by:

Pacific Global Bank
2323 S. Wentworth Ave
Chicago, Illinois 60616

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY

THIS HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT DATED OCTOBER 29, 1998, IS MADE BY Danny Kai Yuen Wong, Susan Wong, Yan Zu Mai and Li Li Li, Danny Kai Yuen Wong and Susan Wong husband & wife, Yan Zu Mai and Li Li Li husband & wife (referred to below as "Borrower", sometimes as "Grantor"), and Pacific Global Bank (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a Loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

DEFINITIONS. The following words shall have the following meanings when used in this Agreement. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Agreement. The word "Agreement" means this Hazardous Substances Certificate and Indemnity Agreement, as this Hazardous Substances Certificate and Indemnity Agreement may be modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Certificate and Indemnity Agreement

Borrower. The word "Borrower" means individually and collectively Danny Kai Yuen Wong, Susan Wong, Yan Zu Mai and Li Li Li.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., and other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.

Grantor. The word "Grantor" means individually and collectively Danny Kai Yuen Wong, Susan Wong, Yan Zu Mai and Li Li Li.

Hazardous Substance. The words "Hazardous Substance" are used in their very broadest sense and refer to materials that, because of their quantity, concentration or physical chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. "Hazardous Substances" include without limitation any and all hazardous or toxic substances, materials or waste defined by or listed under the Environmental Laws. "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Lender. The word "Lender" means Pacific Global Bank, its successors and assigns.

Loan. The word "Loan" or "Loans" means and includes without limitation any and all commercial loans and

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(a) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.

(b) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property operations conducted on the Property.

(c) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on

Notices. Borrower shall immediately notify Lender upon becoming aware of any of the following:

the Agreement as Lender deems necessary and appropriate.

as Borrower's attorney-in-fact with full power to perform such of Borrower's obligations under this section of Borrower under any Environmental Law or to any third party. Borrower hereby irrevocably appoints Lender agent of Borrower and shall not by reason of such performance be deemed to be assuming any responsibility Agreement. In performing any such obligations of Borrower, Lender shall at all times be deemed to be the intend that Lender shall have full recourse to Borrower for any sum at any time due to Lender under this the Loan default rate, or in the absence of a default rate, at the Loan interest rate. Lender and Borrower such obligations at Borrower's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Borrower to Lender upon demand with interest at Borrower's obligations under this section of the Agreement, Lender may (but shall not be required to) perform Property or operations of any Occupant on the Property. In the event Borrower fails to perform any of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority preventive, investigatory or remedial action (including emergency response, removal, containment and other Substances if Borrower uses or encounters any. Borrower, at Borrower's expense, shall undertake any and all

Preventive, Investigatory and Remedial Action. Borrower shall exercise extreme care in handling Hazardous and shall notify Lender of any expiration or revocation of such permits or authorizations.

furnish Lender with copies of all such permits and authorizations and any amendments or renewals thereof authorizations required by Environmental Laws with respect to such Property or operations. Borrower shall under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and thereon to comply with all Environmental Laws and orders of any governmental authorities having jurisdiction

Compliance with Environmental Laws. Borrower shall cause the Property and the operations conducted refine, transport, treat, store, handle or dispose of any Hazardous Substances.

Use Of Property. Borrower will not use and does not intend to use the Property to generate, manufacture, Property Report, Borrower hereby covenants with Lender as follows:

AFFIRMATIVE COVENANTS. Subject to disclosures made and accepted by Lender in writing or contained in the other natural resources.

or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or spill, leaking, pumping, pouring, emptying or dumping of Hazardous Substances into any waters, or unintentional action or omission on, under, or about the Property which has resulted in the releasing, oral, from any agency or department of any county or state or the U.S. Government concerning any intentional

No Notices. Borrower has received no summons, citation, directive, letter or other communication, written or PCB or other Hazardous Substances, whether used in construction or stored on the Property.

Hazardous Substances. After due inquiry and investigation, Borrower has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, release, or threatened release of any Hazardous Substance by any person on, under, or about the Property.

Use Of Property. After due inquiry and investigation, Borrower has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, accepted by Lender in writing or contained in the Property Report:

REPRESENTATIONS. The following representations are made to Lender, subject to disclosures made and

1998 on the Property prepared by LLI Architects, P.C.

The Real Property or its address is commonly known as 5104 W. Chicago Ave, Chicago, IL 60651. The Real Property tax identification number is 16-04-424-029.

THE WEST 3-1/2 FEET OF LOT 18 AND ALL OF LOT 19 IN BLOCK 4 IN HOGENSON AND SCHMIDT'S ADDITION TO LINDEN PARK, BEING A SUBDIVISION IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

located in Cook County, the State of Illinois.

Property. The word "Property" means the following described real property, and all improvements thereon utilizing the Property, whether as owner, tenant, operator or other occupant.

Occupant. The word "Occupant" means individually and collectively all persons or entities occupying or described on any exhibit or schedule attached to this Agreement from time to time.

financial accommodations from Lender to Borrower, whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or

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including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

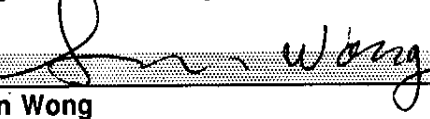
Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Agreement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall constitute a waiver of any of Lender's rights or any of Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required. Borrower hereby waives notice of acceptance of this Agreement by Lender.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE.

INDEMNITOR:

X 
Danny Kai Xuen Wong


X 
Susan Wong

X 
Yan Zu Mai

X 
Li Li Li

LENDER:

Pacific Global Bank

By: 
Authorized Officer

Cook County Clerk's Office

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Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses,

Illinois. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement has been delivered to Lender and accepted by Lender in the State of

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

ADDITIONAL PROVISIONS. LIU Architects P.C. (LPC) identified thirty (30) linear feet of air cell asbestos pipe insulation located in the basement. The insulation was in a damaged and friable condition. LPC recommends the pipe insulation be removed and disposed of by an IDPH licensed asbestos contractor. The estimated cost for the recommended action is \$1,200.00. The exterior transite siding on the main building and garage was analyzed as containing 65% asbestos. The material is in a non-friable condition. LPC recommends no remediation action for this material, however, it should be placed under an Operations and Maintenance (O & M) Program until renovations or demolition activities impacting the material would require prior removal by a licensed asbestos contractor under USEPA NESHAPS Regulations. An O&M Program would include not to drill, sand or penetrate the transite siding material. The borrowers agreed to remove air cell asbestos pipe insulation located in the basement and dispose of an IDPH licensed asbestos contractor prior to November 30th, 1998. The borrowers agreed to pay the cost of removing in excess of \$800.00 which was in Pacific Global Bank's escrow account.

SURVIVAL. The covenants contained in this Agreement shall survive (a) the repayment of the Loan, (b) any foreclosure, whether judicial or nonjudicial, of the Property, and (c) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

PAYMENT: FULL RECOURSE TO BORROWER. Lender and Borrower intend that Lender shall have full recourse to Borrower for Borrower's obligations hereunder as they become due to Lender under this Agreement. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Borrower shall pay such liability losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Loan default rate, or in the absence of a default rate, at the Loan interest rate.

BORROWER'S WAIVER AND INDEMNIFICATION. Borrower hereby indemnifies and holds harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents against any and all claims, demands, losses, liabilities, costs and expenses (including without limitation attorney fees at trial and on any appeal or petition for review) incurred by such person (a) arising out of or relating to any investigation or remedial action involving the Property, the operations conducted on the Property or any other operations of Borrower or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, or (b) on account of injury to any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant contained in this Agreement, (ii) the violation of any Environmental Laws, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Property, (iv) the contamination of any of the Property by Hazardous Substances by any means whatsoever (including without limitation any presently existing contamination of the Property), or (v) any costs incurred by Lender pursuant to this Agreement. In addition to this indemnity, Borrower hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any Environmental Laws.

Access to Records. Borrower shall deliver to Lender, at Lender's request, copies of any and all documents in Borrower's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports. Lender reserves the right to inspect and investigate the Property and operations thereon at any time and from time to time, and Borrower shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Borrower or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Borrower to furnish Lender at Borrower's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person.

(e) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Borrower's ability to perform any of its obligations under this Agreement when such performance is due.

(d) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Cook)

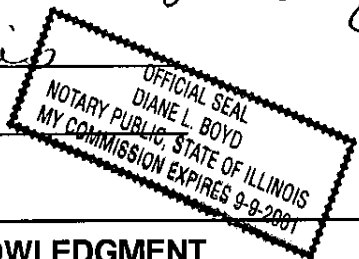
On this day before me, the undersigned Notary Public, personally appeared **Danny Kai Yuen Wong, Susan Wong, Yan Zu Mai and Li Li Li**, to me known to be the individuals described in and who executed the Hazardous Substances Certificate and Indemnity Agreement, and acknowledged that they signed the Agreement as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of October, 1998.

By Diane L. Boyd Residing at Washington, IL

Notary Public in and for the State of Illinois

My commission expires _____



LENDER ACKNOWLEDGMENT

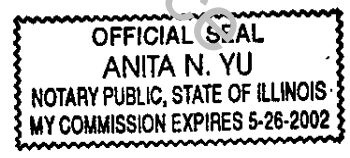
STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 29th day of October, 1998, before me, the undersigned Notary Public, personally appeared BETTY CHOW and known to me to be the PRESIDENT, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Anita N. Yu Residing at 2323 S. Wentworth Ave

Notary Public in and for the State of Illinois

My commission expires 5-26-2002



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